

Substitute per letter dated 12/18/91

Workshops on the effects of alcohol and other
drugs, and environmental teratogens on
the developing fetus
Case management services
Identification and follow-up of high risk
pregnancies
Identification and follow-up of high risk
infants
Transportation
Screening for lead toxicity
Prevention of adolescent pregnancy
Dental care
Metabolic screening

A list of current Title V sub-grantees as well as
project descriptions, location of services and
type of services offered by sub-grantees is
available from the Title V Agency. Also available
from the Title V Agency is a description of
internal activities funded under the MCH Block
Grant.

III. AGREEMENT DURATION

- A. Term The term of this Agreement shall be for a period
commencing July 1, 1991 and shall continue until June
30, 1992 or termination as provided in Section 3.2 of
this article, whichever first occurs.
- B. Termination For Lack of Funding The Title V Agency or
the Title XIX Agency may terminate immediately this
Agreement in whole or in part when federal funding is
terminated, suspended, not released or otherwise not
forthcoming.

IV. GENERAL PROVISIONS

- A. Documents Incorporated by Reference All references in
this Agreement to laws, rules, federal applications,
guidelines, and directives which set forth standards
and procedures to be followed by the parties in
discharging objectives under this Agreement, and any
amendments thereto made during the term of this
Agreement, shall be deemed incorporated by reference,
and made a part of this Agreement, with the same force
and effect as set forth in extenso herein.
- B. Amendments This Agreement may not be modified except
by amendment made in writing and signed by both parties
or their duly authorized representatives.
- C. Confidentiality All information as to personal facts
and circumstances obtained by the programs' staff about
recipients of services shall be held confidential, and
shall not be disclosed without the individual's consent

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Supersedes TN# _____ Approval Date DEC 18 1991

except as may be otherwise required by applicable law or as may be necessary to provide for medical audits by the applicable federal and state agencies with appropriate safeguards for confidentiality of patient records. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals.

- D. Compliance The parties to this Agreement mutually understand the Title XIX and Title V agencies must operate in compliance with federal laws and regulations governing grants administration, cost principles, debarment, drug free work place policy, lobbying and the Public Health Service Act for Title V and Title XIX of the Social Security Act and regulations governing such programs.
- E. Non-Discrimination Both parties agree to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Both parties agree that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of both parties. Both parties further agree to insert similar provisions in all sub-contracts for services allowed under this Agreement under any program or activity. Further, both parties agree not to discriminate against children admitted, or for which admission is sought, on the basis of race, color, national origin, religion, creed, disability or sex.
- F. Lobbying No federal appropriated funds have been paid or will be paid, by or on behalf of both parties, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the party shall complete and submit Federal Standard Form-LLL,

party.

Executed by duly authorized representatives of the parties on the dates indicated.

FOR THE TITLE XIX AGENCY
NEBRASKA DEPARTMENT OF SOCIAL SERVICES:

8/9/91
Date

Mary Dean Harvey
Mary Dean Harvey
Director
Nebraska Department of Social
Services

APPROVED AS LEGAL FORM

By [Signature]
Legal Services Division
Nebraska Department of
Social Services

FOR THE TITLE V AGENCY
NEBRASKA DEPARTMENT OF HEALTH:

7/30/91
Date

Gregg F. Wright
Gregg F. Wright, M.D., M.Ed.
Director
Nebraska Department of Health

Transmitted by
Tr. No. MS 91-19

Supersedes
Tr. No. MS 84-5

Approval Date DEC 18 1991

Effective Date: JUL 01 1991

STATE OF NEBRASKA

DEPARTMENT OF SOCIAL SERVICES

Mary Dean Harvey
Director



E. Benjamin Nelson
Governor

March 16, 1993

John Blosser, Division Director
Nebraska Department of Health
Blood Lead Testing

RE: An Agreement Between the Nebraska Department of Social Services and the
Nebraska Department of Health

Dear Mr. Blosser:


1. The Department of Social Services Responsibilities


- a. Agree to train lab staff on billing procedures and develop a means of communication between both agencies.
- b. Agree to reimburse blood testing at \$9.50 subject to change and reasonable costs of performing the tests as long as it is below our maximum allowable.
- c. Agree to meet periodically to share surveillance results and discuss issues regarding lead testing.

2. The Department of Health Responsibilities

- a. Agree to bill Medicaid for blood lead testing for samples sent to them that have been identified as being performed on Medicaid-eligible children.
- b. Agree to bill Medicaid \$9.50 using procedure code 83655 which will include the cost of the test and the physician's return specimen mailing cost. This is subject to change in the cost of performing the test.
- c. Agree to meet periodically to share surveillance results and discuss issues regarding lead testing.

Sincerely,


Robert J. Seiffert, Administrator
Medical Services Division


John Blosser, Division Director
Nebraska Department of Health

SA:HH2349P

Approved

E.E.E. APR 01 1993